

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING NA	PAGE OF PAGES 1   37		
2. CONTRACT (Proc. Inst. Ident.) NO. N00164-10-G-QM10		3. EFFECTIVE DATE 07 Apr 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY CODE N00164 NAVAL SURFACE WARFARE CENTER CRANE DIV (b)(6) BLDG. (b)(6) 300 HIGHWAY 361 CRANE IN 47522-5001		6. ADMINISTERED BY (If other than Item 5) CODE S3306A DCMC SYRACUSE 615 ERIE BOULEVARD WEST SYRACUSE NY 13204-2408					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SENSIS CORPORATION (b)(6) 85 COLLAMER CROSSING PKWY EAST SYRACUSE NY 13057-8800		8. DELIVERY [ ] FOB ORIGIN [ ] OTHER (See below)					
		9. DISCOUNT FOR PROMPT PAYMENT Net 30					
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Section G</b>			
CODE 1EG52		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE HQ0337 DFAS-COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266					
See Schedule							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )		14. ACCOUNTING AND APPROPRIATION DATA					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$0.00</b>		
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N00164-09-R-JQ690002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b)(6) / CHIEF OF THE CONTRACTING OFFICE TEL: (b)(6) EMAIL: (b)(6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 09-Apr-2010	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

This agreement is entered into this 07th day of April 2010, by the United States of America (the “Government”) represented by (b)(6) the Contracting Officer, and Sensis Corporation, a corporation organized and existing under the laws of the State of New York (the “Contractor”).

AGREEMENT INFORMATION:	
AGREEMENT CEILING AMOUNT	\$49,000,000.00
AGREEMENT PERIOD START DATE	07-APR-2010
AGREEMENT PERIOD END DATE	07-APR-2015

## Section B - Supplies or Services and Prices

STATEMENT**SECTION B – SCHEDULE OF SUPPLIES/SERVICES AND PRICE**

The Contractor shall furnish the following services when ordered by the Contracting Officer in accordance with the terms and conditions set forth in this Basic Ordering Agreement (BOA). This agreement shall remain in effect **for a period of five years from the effective date of the agreement**, subject to the special contract requirement entitled “MODIFICATION AND TERMINATION (NAVSEA 5252.249-9106

PRICING TABLE AND INSTRUCTIONS**Scope of BOA: N00164-10-G-QN10**

Contract Requirement (CR) -03 Special Operations Hardware  
 Contract Requirement (CR) -05 Radar Systems  
 Contract Requirement (CR) -08 Microwave Technologies  
 Contract Requirement (CR) -09 Microelectronic Technologies  
 Contract Requirement (CR) -11 Defense Security Systems  
 Contract Requirement (CR) -14 Obsolescence Management

At time of BOA issuance, only Paragraphs , 3.1.5, 3.1.8, 3.1.9, 3.1.11 and 3.1.14 of the Statement of Work (SOW) in Section C are active. Paragraphs 3.1.1 - 3.1.2, 3.1.4, 3.1.6-3.1.7, 3.1.10, and 3.1.12 -3.1.13 are included in the SOW for convenience of all parties.

Only FFP, CPFF and T&M (Time and Material) type job orders will be issued under this BOA. CLINS will be established within the individual job orders.

**NOTES:**

- (1) SECTION “K” as completed and returned with proposal is incorporated by reference and made a material part of this basic ordering agreement.
- (2) The agency authorized to place job orders against this BOA is: Crane Division, Naval Surface Warfare Center, Crane IN 47522.
- (3) Orders shall be placed against this BOA using a DD Form 1155
- (4) Orders placed under this BOA shall be placed no later than five years from the effective date of the agreement.
- (5) Delivery schedules shall be negotiated at the time each job order is issued

**CLAUSES INCORPORATED BY FULL TEXT****CNIN-B-0008 Data Rights**

The Government shall have unlimited data rights to all data generated in accordance with DFARS 252.227-7013 unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017.

**CLAUSES INCORPORATED BY FULL TEXT****CNIN-B-0010 BOA Contract Types****THE FOLLOWING CONTRACT TYPES ARE AUTHORIZED FOR USE UNDER THIS BOA:**

Firm Fixed Price (FAR 16.202)

Cost Plus Fixed Fee (FAR 16.306)

Time & Materials (FAR 16.601)

Each individual order will indicate the contract type for each line item.

**NOTICE:****HANDLING OF PROPOSAL DATA & CORRESPONDENCE BY CONTRACTOR SUPPORT PERSONNEL**

You are hereby notified that contractor support personnel within the NSWC Crane Acquisition Division may be handling your Bid and Proposal or Quote data as well as other correspondence and documentation concerning this action. Non-disclosure statements have been executed by all contractor support personnel participating in the process and are maintained by the Acquisition Division of NSWC Crane.

**CLAUSES IN FULL TEXT****CLAUSES IN FULL TEXT****LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232.20), or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)**

(a) For purposes of this contract "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent (\_\_\_\_\_) (%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amounts(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22 or

“LIMITATION OF COST” (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**NOTE:** Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

#### **TRAVEL COST – ALTERNATE I (NAVSEA) (MAY 2000)**

(a)(1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel cost in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(a)(2) In accordance with Class Deviation 200-00005, DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective on 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.

(b) Reimbursable travel cost include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel cost incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel cost:

- (i) travel at U.S. Military Installations where Government transportation is available
- (ii) travel performed for personal convenience/errands, including commuting to and from work
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

## Section C - Descriptions and Specifications

STATEMENT OF WORK**SECTION "C" – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****NOTE:**

At time of BOA issuance, only Paragraphs , 3.1.5, 3.1.8, 3.1.9, 3.1.11 and 3.1.14 of the Statement of Work (SOW) in Section C are active. Paragraphs 3.1.1 - 3.1.2, 3.1.4, 3.1.6-3.1.7, 3.1.10, and 3.1.12 -3.1.13 are included in the SOW for convenience of all parties.

**STATEMENT OF WORK****for****Basic Science and/or Engineering Research and Development**

**1.0 SCOPE.** The purpose of this effort is to provide a contractual vehicle to support research and development efforts that focus on traditional science and engineering disciplines to address issues of critical concern to NSWC Crane. This Statement of Work (SOW) defines the areas in which individual requirements will be forthcoming.

**2.0 APPLICABLE DOCUMENTS.**

**2.1** Applicable documents will be defined by each individual Job Order placed against this Contract as required to define the individual requirements. Unless otherwise indicated, copies of standards and handbooks listed in Job Orders are available from the Standardization Document Order desk, 700 Robbins Avenue Bldg 4D, Philadelphia PA 19111-5094.

**2.2** Department of Defense Specifications. Specifications and standards that apply will be designated in each individual job order.

**3.0 REQUIREMENTS**

**3.1 General.** The work required by calls under this Agreement shall be performed in accordance with the requirements outlined in each individual Job Order. The contractor shall provide all facilities, personnel, equipment, materials, parts, supplies and tools necessary for performance under this statement of work. The contractor shall adhere to all requirements of SOW paragraph 2 for each individual Job Order. The contact individual order for research and development will be identified through the following areas;

### **3.1.1 Strategic Systems Hardware**

Provides full spectrum life cycle management functions to provide safe, reliable and effective hardware, ordnance and power systems to the Strategic Missions Community. Provides design, development, test and evaluation, logistics management, and sustainment of mechanical, electrical, small ordnance and power systems to enhance or sustain the overall performance of the weapons system throughout its life cycle. Provides design and development, technology insertion, modeling and simulation, acquisition support, obsolescence management, test and evaluation of high reliability products, quality evaluation, failure analysis, logistics support, demilitarization/disposal and sustainment functions for strategic missions electronics and ordnance systems.

### **3.1.2 Conventional Ammunition**

The Conventional Ammunition Engineering technical capability provides in-service engineering and sustainment functions to provide safe, reliable and effective munitions to the Fleet and the Marine Corps.

### **3.1.3 Special Operations Hardware**

Provides full spectrum (only limited basic research and exploratory development), life cycle support functions to provide safe, reliable and effective special missions hardware primarily for use by the individual warfighter including weapons, munitions, and electronic systems for Special Operations and Expeditionary Forces. Support includes requirements analysis, design, rapid prototype, combat development, integration, deployment, engineering support, test and evaluation, qualification, failure analysis, acquisition, logistics and field support. Weapon systems include small arms (less than 20mm). Munitions include small arms ammunition, hand emplaced and man-portable anti-personnel and anti-material munitions. Electronic systems include electro-optic and visual augmentation sensors, electronic warfare, explosive detection, chemical-biological detection, personnel and vehicle scanning and command and control systems. Hardware provides communications, surveillance, detection, tracking, targeting and engagement capabilities in support of special missions for Department of Defense and Department of Homeland Security.

### **3.1.4 Electronic Warfare Systems**

Provide technical leadership and execution throughout the lifecycle for air, ground and surface EW systems, including development, acquisition and sustainment of associated systems and subsystems in the following phases: (a) concept refinement, (b) technology development, (c) system development and demonstration, (d) production and deployment, and (e) operations and support. Leads research and development, system engineering, acquisition engineering and logistics, Test and Evaluation (T&E), design verification, and TECHEVAL / OPEVAL for all surface EW elements, and for all ground and air EW capabilities. Develops EW system and element requirements. For surface EW, provides the completed element for Combat

Systems Integration and supports the integration effort. Collaborates with other Warfare Center activities to facilitate the transition of new technologies into existing and planned EW capabilities. Supports higher level Combat System activities relative to the evolutionary acquisition strategy. Leads production and fielding activities and performs logistics on EW systems. Leads in performance-based logistics support services including supply chain management, performance assessments, continual technical refresh, obsolescence management, configuration control, data management services, and maintenance, overhaul and depot repair.

### **3.1.5 Radar Systems**

Provide facilities, processes, and skilled personnel required to perform depot level refurbishment, obsolescence engineering, and production engineering support, for the development, acquisition and support of existing radar systems, including the continuing spiral development of existing radar systems, and the support of legacy radar systems. Services include systems engineering to determine cost effective solutions for obsolete and difficult to procure parts, and assistance to industry with manufacturing technology solutions. Provide reverse engineering services or subsystem/component redesign when necessary to maintain system supportability. Provide obsolescence engineering for radar system components, providing the expertise and knowledge to formulate cost effective solutions. Services include predictive obsolescence management, technical analysis, and engineering services such as redesign, development and limited prototyping and manufacturing in response to problems with Diminishing Manufacturing Sources.

### **3.1.6 Energy & Power Systems**

Provides comprehensive life cycle management functions to provide safe, reliable and effective batteries and other energy storage and power source devices. Includes engineering expertise and facilities to provide industrial base support services for batteries and other energy storage & transfer devices (fuel cells, uninterrupted power supplies, solar cells, power supplies and ancillary equipment). Services include: product improvement, requirements definition, design, development, prototyping and limited production, acquisition and acquisition engineering, standardization, test & evaluation, safety certification of high energy battery systems including lithium technology, technology evaluation and insertion, production engineering, in-service engineering, obsolescence management, maintenance, Fleet training and system retirement.

### **3.1.7 Acoustic Sensors**

Provides acquisition, acquisition engineering, test and evaluation, production engineering, in-service engineering (including alterations) and integrated logistics concepts for Acoustic Sensors (assigned systems). Includes engineering, technical, logistics, surge production, maintenance, overhaul, and depot repair, and extensive acoustic test facilities. Includes teaming with the Fleet, industry and other Government Activities to provide solutions to problems at the product level. Products include sonobuoys, transducers, underwater cables, acoustic countermeasures, countermeasure launchers, and underwater communication devices.



### **3.1.8 Microwave Technologies**

Provides comprehensive life cycle management functions to provide safe, reliable and effective microwave technologies components, which include Solid State and Vacuum Electron (Microwave Tube) devices, for military Electronic Warfare, Sensor, and Communication systems. Includes research, design, acquisition engineering, procurement, testing and evaluation, qualification, failure analysis, sustainment, in service engineering, and engineering expertise necessary to develop, improve, and sustain military Electronic Warfare, Sensor, and Communication systems. Services provided include RDT&E, AE and Sustainment of microwave technologies components utilizing the Systems Engineering process; Executive Agent for DoD Microwave Tubes; Navy Radar Microwave Tube acquisition engineering and in service engineering, including Fleet/ship problem investigations, system requirements determination, performance based logistics management, reliability and maintainability analysis, manufacturing audits, organic qualification testing of microwave technologies components, and specialized microwave laboratory test equipment design.

### **3.1.9 Microelectronic Technologies**

Provides comprehensive life cycle management functions to provide safe, reliable and effective electronic products. Provides design and development, obsolescence management and solutions, reverse engineering, technology insertion, modeling and simulation, open system engineering, product assessment, electronic packaging, technology roadmapping, acquisition support, development of test requirements and test systems, test and evaluation of high reliability products, quality evaluation, failure analysis, logistics support, rapid response prototypes, manufacture, demilitarization/disposal and sustainment function for electronics products and sub-systems. Performance Based Logistics (PBLs), progressive maintenance and distance support capabilities are included. Products include microcircuits, circuit cards, interconnect technologies, electronic controls, computers and displays, and other electronic assemblies.

### **3.1.10 Infrared Countermeasures & Pyrotechnics**

Provides comprehensive life cycle management functions to provide safe, reliable and effective infrared countermeasures, countermeasures systems, and pyrotechnics for the many varied functions that are supported including platform self-protection, target enhancement, illumination and signaling and marking. Provides total life cycle support including, research, modeling and simulation, design and development, pyrotechnic processing techniques, COTS insertion, test and evaluation, product improvement, acquisition and production support, quality evaluation, obsolescence management Fleet support, demilitarization/disposal and sustainment for all Navy infrared countermeasures, countermeasures systems and pyrotechnics. Provides Navy expertise and leadership for infrared countermeasures, countermeasures systems, and pyrotechnics.

### **3.1.11 Defense Security Systems**

Provide acquisition, acquisition engineering, test and evaluation, production engineering, in-service engineering (including alterations) and integrated logistics concepts to achieve total security solutions for safeguarding personnel, property and material aboard Navy ships and at Navy, Marine Corps and other DoD shore

installations and activities. By coupling extensive knowledge of physical security with a workforce skilled in design, acquisition, logistics and integration, the capability acts as a technical agent providing dynamic, regionalized, integrated force protection solutions employing the latest in COTS electronic and physical security equipment.

#### **3.1.12 Electronics Depot**

Provide facilities, capital equipment, processes, and skilled personnel required to sustain the readiness of in-service surface warfare systems and equipments. This involves performing diagnostics and fault identification, depot level repair, overhaul, and the test and subsequent calibration required to provide ready for issue items to various DON and DOD material stock systems. This capability also includes the development and establishment of all required test capability, procedures, and repair and test standards for the depot. Products typically include various types of electronic modules, electronic components, displays, circuit cards, power supplies, and other miscellaneous electronic assemblies or sub-assemblies as assigned.

#### **3.1.13 Electro-Optics Systems**

Provide full spectrum life cycle support functions to provide safe, reliable, and effective visual augmentation, electro-optic sensors and laser surveillance and targeting devices. Services are provided for the acquisition support and sustainment of surface systems and include development, acquisition, test and evaluation, systems engineering, sustainment, fielding and improvement of electro-optic man portable air and vehicle mounted electro-optic systems. Electro-optic products provide sighting, surveillance, detection and tracking of targets for both combat and non-combat missions.

#### **3.1.14 Obsolescence Management**

Provide the expertise and knowledge to formulate warfare center obsolescence engineering/custom engineered solutions policies; develop and manage standards, analysis tools, and processes; and provide these to the warfare centers to support logistics and acquisition communities in performing analysis to extend service life and lower life-cycle costs of in-service components, systems and platforms associated with surface warfare systems. This includes performing predictive obsolescence management; technical analysis and engineered solutions to mitigate current/future obsolescence problems; development and application of emerging repair and maintenance technologies; and affordable, rapid repair and manufacturing for resolution of unanticipated logistics requirements. This capability includes skilled personnel with specialization in component obsolescence research, reverse engineering commercial/emerging technology application/adaptation, hardware design and integration, and material qualification.

**3.2 Place of Performance.** It is anticipated that production under this Agreement will occur at the contractor's facilities. If it becomes necessary for performance to be conducted on government facilities a site visit will be scheduled prior to Contractor's submitting pricing.

**3.3 Inspection.** Best commercial inspection practices shall be utilized by the contractor to ensure that all requirements of a Job Order are met. Any requirements beyond best commercial practice will be specified in the individual call.

#### **4. GOVERNMENT FURNISHED PROPERTY.**

It is not anticipated that Government Furnished Property (GFP) will be required for performance under this contract. However, if it is determined that GFP is necessary to perform a necessary requirement; the GFP will be listed in the applicable job order.

**5. CONTRACT MANAGEMENT.**

The Contractor shall implement and maintain procedures adequate to provide performance reporting and timely identification and resolution of all problems that effect proper completion of this effort.

- 6. SECURITY.** It is not anticipated that the contractor will require access to classified information to perform under this Contract. If any individual requirement under the Job Order requires access to classified information, DD254s will be executed prior to providing any classified data.

CLAUSES INCORPORATED BY FULL TEXT

HQ-C-2-0001 BOA LANGUAGE FOR SECTION C

The Contractor shall furnish supplies or services under the items specified in Section B of the Schedule in accordance with detailed specifications or requirements set forth in orders issued by the Contracting Officer in accordance with the special contract requirement(s) of this agreement entitled "ORDERS".

## Section D - Packaging and Marking

**SECTION “D” – PACKAGING AND MARKING**

**ITEMS 0003,0005,0008,0009, 0011, and 0014** – There are no packaging or marking requirements for the services to be ordered under the job orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below unless otherwise indicated in the individual job order.

**DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practices.

Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM), DOD 5220-22-M dated January 1995.

**HQ-D-2-0008 MARKING OF REPORTS (NAVSEA)(SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report

- (1) Name and business address of the Contractor
- (2) Contract Number
- (3) Job Order Number
- (4) Sponsor/Technical POC

\_\_\_\_\_  
(Name of Individual Sponsor)

\_\_\_\_\_  
(Address of Requiring Activity)

\_\_\_\_\_  
(City and State)

**MARKING FOR SHIPMENT**

The Contractor shall mark all shipments under a resulting job order to include the following items when applicable:

Contract Number; Item Number; Lot Number; Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Data; and Attn: **(this information will be identified in each individual job order at time of issuance) POC's Name, Code and Delivery Bldg.**

## Section E - Inspection and Acceptance

**SECTION E – INSPECTION AND ACCEPTANCE**Note

Inspection and Acceptance will be determined on each individual job order.

**INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION**

For specified item(s) as delineated in individual orders under the BOA – Inspection and acceptance shall be made at destination by a representative of the Government.

**INSPECTION AND ACCEPTANCE (ORIGIN)**

- (a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by a representative of the cognizant Contract Administration Office at the contractor's or subcontractor's facility located at \_\_\_\_\_. The location designated for such inspection and acceptance shall not be changed without prior written authorization of the Contracting Officer.
- (b) The cognizant inspector shall be notified when supplies or services are ready for government inspection.
- (c) Advance notification of the cognizant inspector \_\_\_\_\_ is \_\_\_\_\_ is not required at least \_\_\_\_\_ Days prior to conducting contractor inspections and/or testing.

**ACCEPTANCE VERIFICATION**

After delivery of supplies/services as defined in FAR 52.211-08, the Government shall accept/reject supplies/services to be provided hereunder within \_\_\_\_\_ 30 \_\_\_\_\_ days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

**GOVERNMENT FURNISHED MATERIAL (NAVSEA) (1995)**

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of

damage or malfunction during or after installation the contractor shall determine and record probable cause and necessity for withholding material from use.

#### CLAUSES INCORPORATED BY REFERENCE

52.242-3	Penalties for Unallowable Costs	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-6 Alt I	Inspection--Time And Material And Labor Hour (May 2001) - Alternate I	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

## Section F - Deliveries or Performance

PERIOD OF PERFORMANCE/DELIVERY**SECTION "F" – DELIVERY OR PERFORMANCE**

The **period of performance** to place job orders under this Basic Ordering Agreement (BOA) shall be 5 years or 60 months from the actual award date. The period of performance for each individual job order issued shall be indicated within the job order document.

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

DELIVERY LANGUAGE DESTINATION**DELIVERY LANGUAGE FOR F.O.B. DESTINATION**

All supplies/services hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

**RECEIVING FACILITY SCHEDULE**

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility for delivery is closed on Saturdays and Sundays.

## Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA**SECTION G – CONTRACT ADMINISTRATION DATA**

Contract administration shall be as set forth in orders issued by the Contracting Officer in accordance with the special contract requirement(s) of this agreement entitled “ORDERS”

GENERAL PROCUREMENT INFORMATION**BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hour's of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00AM to 3:00 PM.

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount \$500 or less at the time of final contract closeout. The term “residual dollar amount” shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

**POINTS OF CONTACT** – The Government points of contact for this contract are as follows

Contracts Representatives:

(b)(6)  
 Bldg (b)(6) CODE: (b)(6)  
 NSW Crane Division  
 300 Highway 361  
 Crane, IN 47522-5001  
 (b)(6)  
 (b)(6)  
 (b)(6)

**CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)\***

(a) Pursuant to FAR 42.1502, this contract is subject to DOD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains



reports of contractor performance for each contract. CPARS is located at <http://www.cpars.navy.mil>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluation of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is complete to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following the CPAR. A meeting will then be held during the contractor's 30 day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
(b)(6)	(b)(6)	(b)(6)
_____	_____	_____
_____	_____	_____

**\*NOTE: THIS CLAUSE WILL APPLY TO ORDERS UNDER THE BOA INVOLVING OVER \$1,000,000 IN SERVICES OR WHEN THE TOTAL VALUE OF ORDERS FOR SERVICES UNDER THE BOA EXCEED \$1,000,000.**

## **PAYMENT STATUS INQUIRIES**

Status of invoice payments can be obtained from the following web site: [www.dfas.mil/money/vendor](http://www.dfas.mil/money/vendor)

If the payment is being made by DFAS-Columbus use the MOCAS Vendor Pay Inquiry System (VPIS) site listed on the above web site. It is recommended that the vendor download the "MOCAS VPIS Help Guide" and "Reason and Remark Code Document". You must then register by clicking on "User Registration" under the subheading "MOCAS Vendor Pay Inquiry System" before payment inquiries can be made.

If payment is being made by other than DFAS-Columbus, status of invoice payment can be obtained through the Non-MOCAS System by the cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

<u>Document</u>	<u>Block</u>
SF 26 Award/Contract	12
SF 1449 Solicitation/Contract/Orders for Commercial Items	12a
DD 1155 Order for Supplies/Services	15

CLAUSES INCORPORATED BY FULL TEXT

NOTE TO ORDER CLAUSES

The Government does not intend to issue undefinitized job orders or initial spares job orders as outlined in clauses 5252.216-9110 and 5252.216-9112.

## NAVSEA 5252.216-9110 ORDERS (FIXED-PRICE) (JAN 2008)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth either the firm contract price or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) set forth any discount offered for prompt payment;
- (9) be dated;
- (10) be identified by number in accordance with DFARS 204.7004;
- (11) set forth the property, if any, to be furnished by the Government and

the date(s) such property is to be delivered to the Contractor;

- (12) set forth the disbursing office where payment is to be made and other applicable contract administration data;
- (13) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (14) be issued on an SF 26 or a DD Form 1155; and
- (15) set forth any other pertinent information.

(c) Firm Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until a firm priced order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a price proposal for the work specified in the order. The Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, if required, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The price and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Unpriced Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the unpriced order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any unpriced order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Unpriced Orders. (1) The Contractor agrees that following the issuance of an unpriced order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the unpriced order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the unpriced order.

(2) Each unpriced order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

- (i) specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or
- (ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder: NSWC Crane, Indiana.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

Item                      Funds  
**(TO BE SPECIFIED IN EACH INDIVIDUAL ORDER UNDER THE BOA)**

5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (JAN 2008)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) below, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting Officer cited in paragraph (i). Each order shall:

- (1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, shall refer to the appropriate item under Section B of this agreement;
- (2) set forth quantities being ordered;
- (3) set forth preservation, packaging and packing instructions, if any;
- (4) set forth delivery or performance dates;
- (5) designate the place(s) where inspection and acceptance will be made by the Government;
- (6) set forth the estimated cost and fixed fee, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
- (7) set forth appropriation and accounting data for the work being ordered;
- (8) be dated;
- (9) be identified by number in accordance with DFARS 204.7004;
- (10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
- (11) set forth the disbursing office where payment is to be made and other applicable contract administration data;

- (12) cite the applicable circumstance or exception and the justification control number. Orders for items not identified in the class justification, or an individual justification, and the basic ordering agreement are unauthorized;
- (13) be issued on an SF 26 or a DD Form 1155; and
- (14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order has been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order. The Contractor shall submit such cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, if required, the Contractor and the Contracting Officer shall negotiate and agree upon a price and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting Officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Un definitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a firm priced order, the Contracting Officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount and a schedule for definitization, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the un definitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any un definitized order.

(e) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines it cannot feasibly perform the order, or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Un definitized Orders. (1) The Contractor agrees that following the issuance of an un definitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the un definitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the un definitized order.

(2) Each un definitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

- (i) specified target date which is not more than 180 days after the issuance of the un definitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (l) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401, to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditures under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

(h) Initial Spares. The limitations set forth in paragraph (d) and subparagraphs (f)(2), (g)(2) and (g)(3), do not apply to undefinitized orders for the purchase of initial spares.

(i) Ordering Activities. The following activities are authorized to issue orders hereunder: NSW Crane, Indiana.

Federal Procurement Data System – Next Generation (FPDS-NG) Contract Action Reports (CARs) have replaced DD350s. The procuring and administrative contracting officers are responsible for the submission and accuracy of CARs. CARs are not required to be submitted to NAVSEA.

(j) Funds in the following amount are committed under this Basic Ordering Agreement for use by the Ordering Activity in obligating funds to pay for orders placed hereunder:

<u>Item</u>	<u>Funds</u>
<b>(TO BE SPECIFIED IN EACH ORDER ISSUED UNDER THE BOA)</b>	

**CNIN-G-0014 PAYMENT STATUS INQUIRIES**

Status of invoice payments can be obtained from the following web site:

<http://www.dod.mil/dfas/contractorpay/myinvoice.html>

The status of invoice payments can be obtained through the **MOCAS myInvoice (formerly New VPIS)** site listed on the above web site.

It is recommended that the vendor download the “myInvoice Report/Query Instructions”, “Registration Instructions”, and “myInvoice Status Code Document”. You must then register before payment inquiries can be made.

Vendors will register on-line and will be granted access to the myInvoice system if their registration information matches their company information in the CCR, limiting vendors to a view of their own data as defined by their CAGE/DUNS/TIN combinations.

You may also contact one of the DFAS Paying Office Vendor Pay Customer Service Phone Numbers listed below:

DFAS Columbus (North, South, & West Entitlements)	1-800-756-4571
DFAS Charleston (now being paid by DFAS Cleveland)	1-800-756-4571
DFAS Cleveland	1-800-756-4571
DFAS Dayton	1-800-756-4571
DFAS Denver	1-888-898-0887
DFAS Indianapolis	1-888-332-7366
DFAS Lawton (Seaside)	1-888-445-5154
DFAS Lexington	1-859-293-4344
DFAS Limestone	1-800-756-4571
DFAS Norfolk	1-800-209-1628
DFAS Oakland	1-800-731-8096
DFAS Omaha	1-800-756-4571
DFAS Orlando (Army)	1-800-950-9784
DFAS Orlando (Air Force)	1-800-756-4571
DFAS Pacific	1-888-222-6950
DFAS Pensacola	1-800-328-9371
DFAS Rock Island	1-888-332-7742
DFAS Rome	1-800-553-0527
DFAS San Antonio	1-888-478-5636
DFAS San Bernardino	1-800-756-4571
DFAS San Diego	1-800-731-8096
DFAS St. Louis	1-877-782-5680

To determine which system to use or which payment office to call see the following blocks of your contract document for payment offices designation:

Document	Block
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15



**CNIN-G-0016 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS**

DFARS 252.232-7003 is hereby incorporated into the contract by reference. Invoices and backup documentation (i.e. certificates of performance, backup cost data, etc. as required by the contract) shall be submitted via Wide Area Workflow (WAWF) at the WAWF website <https://wawf.eb.mil> if the payment office accepts WAWF transactions.

Contractors are to notify the COR (Contracting Officer's Representative) designated in the contract, when applicable, if they plan to utilize WAWF to submit cost vouchers to DFAS for payment and shall notify the COR when invoices are submitted for payment or provide the invoicing schedule to the COR.

**Invoices that CANNOT be submitted via WAWF, because the DFAS office is not WAWF enabled or if the vendor is a foreign vendor and does not have a U.S. bank account, shall be submitted in hard copy in accordance with the submission of invoice clause herein to the following address (if different than Page 1):**

VENDOR PAY  
CODE 057M BLDG 64  
NSWC CRANE  
300 HIGHWAY 361  
CRANE IN 47522-5001

Or e-mail the invoice to the following address:  
CRAN\_VendorPay@navy.mil  
The subject line of the e-mail must read as follows:  
Company Name/Contract Number/Order Number

NSWC Crane point of contact for WAWF questions: Cran\_Acquisitn\_WAWF@navy.mil.

**To determine whether a DFAS is WAWF enabled the following website may be reviewed:**  
<https://wawf.eb.mil>

**CNIN-G-0017 Service Contract WAWF Instruction****INVOICE INSTRUCTIONS (NAVSEA) (JUN 2007)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the NavalSurface Warfare Center (NSWC) Crane will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☒ Invoice as 2-in-1 (FFP Service Only)
- ☒ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*).

PAY DODAAC:	HQ0337
IssueBy DODAAC	N00164
Admin DODAAC:	S3306A
DCAA DODAAC (if applicable)	HAA653
Service Approver	N00164 Crane, Indiana
InspectBy DODAAC	N/A
ServiceAcceptor DODAAC:	N/A
LPO DODAAC:	N/A

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: Will be identified on each individual order
--

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

Additional WAWF Information:

Check if applicable:

- ☐ On the Miscellaneous Tab of the invoice in WAWF attach the cost breakdown (SF 1035) for the cost voucher amount being submitted IAW the invoicing instructions.

☐ A Certificate of Completion for the services being provided is required per the terms of the contract. Please attach the CofC on the Miscellaneous Tab.

For questions, please send an email to the WAWF Functional Mailbox: Cran\_Acquisitn\_WAWF@navy.mil.

Contractors shall include, as a minimum, the following information on each receiving report and invoice. The following requirements are taken from FAR 52.232-25 Prompt Payment clause located elsewhere herein. Failure to invoice properly may result in significant payment delays.

1. Name and address of the contractor.
2. Contract/purchase order number or other authorization for supplies delivered or services performed (including order number and contract line item number (CLIN/SLIN)). *If the CLIN and/or SLIN is not listed on the invoice (including WAWF invoices) it will be rejected.*
4. The appropriate contract ACRN listed within the line item and accounting data of the purchase order/contract shall be included on the invoice. *If the appropriate ACRN is not included on the invoice (including WAWF combos) it will be rejected.*
3. Description, quantity, unit of measure, unit price, extended price of supplies delivered or services performed and invoice total.
4. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payments discount terms). Bill of Lading number and weight of shipment will be shown for shipments on government bill of lading.
5. Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
6. Any other information or documentation required by other requirements of the contract (such as Evidence of Shipment, Certificate of Conformance, etc.).

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

## 5252.249-9106 MODIFICATION AND TERMINATION (BOA) (SEP 1990)

This agreement shall be reviewed at least annually and revised, on or before the anniversary of its effective date, to conform with all requirements of statutes, Executive Orders, or regulations. Termination, expiration or modification of this agreement shall not affect any orders issued under this agreement prior to such termination, expiration or modification.

JOB ORDER PROCESS**JOB ORDER PROCESS**

A. General. One or more job orders (JO) may be issued during the performance period of this basic ordering agreement. The contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation to issue any orders. In the event of any inconsistency between any JO and the basic ordering agreement, the basic ordering agreement shall control. In accordance with the Federal Acquisition Regulation FAR 16.703(d), the Contracting Officer shall obtain competition in accordance with FAR Part 6.

B. Exception to Competition The Contracting Officer reserves the right to set-aside any given requirement for small business concerns. In accordance with FAR 19.502-2, the Contracting Officer shall set aside any acquisition over \$100,000 for small business participation when there is a reasonable expectation that offers will be

obtained from at least two (2) small business concerns. Further FAR 19.503-3 a requirement can be set-aside for small business concerns if one or more small business concerns are expected to have the technical competence and productive capability to satisfy the requirement.

C. Competitive Ordering Process

- (1) Pre solicitation and solicitation All holders included in the Contract Requirement (CR) area of a Basic Ordering Agreement (BOA) will receive electronic notification of the posting of each proposed JO. All proposed JOs will incorporate all terms of the BOA contract unless otherwise specified in the proposed JO. In addition, the proposed JO will include:

i. All known information including Section B through H of the job order (Line items, statement of work or objectives, packaging and marking information, data rights, inspection and acceptance of the services, period of performance, security, government property/information to be provided and other relevant information.

ii The means and time for the BOA holders to respond expressing interest and providing appropriate information.

iii Specific instructions for the means of responding to the JO request, including but not limited to, oral interviews, reverse auctions, written responses summarizing technical and price approaches submission of proposals, the selection criteria factors, the factor' order of importance and other information deemed appropriate.

It is the intent of the Government to maximize the use of electronic submission of all proposals in response to JO requests.

- (2) Responses Awardees will be provided an adequate time to prepare and submit responses based on the estimated dollar value and complexity of the proposed JO. The due date for submission of proposals shall be set forth in each proposal. Responses will be streamlined and succinct to the extent practical based on the dollar value and complexity of the work. Responses will not be a proposal as defined in FAR 15, but only sufficient information to be considered in accordance with FAR 16. At a minimum the response will include:

i. Price/Cost as required by the instructions provided in each request for proposal for each proposed JO.

ii Conflict of interest information if applicable

HOWEVER, the responses may also include the following information

- a. Technical information e.g. technical approach, including team partners and experience as required by each JO.
- b. Technical data, computer software, computer software documentation and background invention restriction information if applicable, as required in SECTION "C" of the basic ordering agreement.
- c. Past Performance information
- d. Proposed Key Personnel
- e. Proposed Performance Based Statement of Work

- (3) Evaluation The Government will evaluate responses against selection criteria contained in the proposed JO. The Government's award decision will be based upon, as a minimum,

technical approach, past performance and cost. Evaluation of past performance will be based on each holder's past performance data on work performed on same or similar type of requirement, as well as other information available to the Government. In addition, individual job order selection criteria may include other factor(s) relevant to the particular job order. Based on evaluation results, the PCO will issue a JO to the awardee whose proposal is most advantageous to the Government. The agreement holders that propose will be notified of the selection decision.

D. Job Orders Each individual JO may be cost reimbursable, fixed price, or time and material. Each holder must review each JO upon issuance to prepare its response to reelect any appropriate provisions. Orders and revisions thereof shall be made in writing and must be signed by the Contracting Officer. Each order shall, as appropriate:

- a. Refer to the appropriate line item or line items under Section B of the basic ordering agreement.
- b. Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the job order.
- c. Set forth delivery or performance dates
- d. Designate the job order monitor who will perform inspection and acceptance and past performance evaluation
- e. Set forth contract lines of accounting with ACRNs
- f. Set forth any payment options such as progress or performance-based payments
- g. Set forth any security requirements that may be applicable
- h. Set forth the respective technical data rights citing the applicable DFAR clauses, and
- i. Set forth any other pertinent information.

E. Unauthorized Work The Contractor is not authorized to commence task performance prior to Issuance of a JO signed by the Contracting Officer.

F. Funding Restrictions No unfunded job orders are allowed

G. Ordering Period Orders under the basic ordering agreement may be issued by the Contracting Officer from the Naval Surface Warfare Center, Crane Division for a period of 60 months from the effective date of the basic ordering agreement.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-8 Alt III	Time of Delivery (Jun 1997) Alternate III	APR 1984
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt I	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate I	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.216-11	Cost Contract--No Fee	APR 1984
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.232-7 Alt I	Payments Under Time-And-Materials And Labor Hour Contracts (Feb 2007) - Alternate I	FEB 2007
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	JUL 2009
52.232-17	Interest	OCT 2008
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006



52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt II	Termination (Cost Reimbursement) (May 2004) - Alternate II	SEP 1996
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.215-7004 Alt I	Excessive Pass-Through Charges - Alternate I	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.219-7004	Small Business Subcontracting Plan (Test Program)	AUG 2008
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
252.247-7023	Transportation of Supplies by Sea	MAY 2002

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

## 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the \_\_\_\_\_ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of \_\_\_\_\_, or from which the Contractor or any subcontractor under this contract is exempt under the laws of \_\_\_\_\_, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)